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**AGREEMENT  
BETWEEN  
ACCURIDE ERIE  
AND  
INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, LOCAL NO. 1186**

**September 1, 2003 through August 31, 2007**

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## AGREEMENT

This Agreement is between Accuride Erie ("Company"), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local No. 1186 ("Union").

### ARTICLE 1 PURPOSE AND SCOPE

#### 1.1 Coverage

It is the intent and purpose of the parties to set forth herein certain agreements pertaining to wages, hours and working conditions to be observed between the parties, and to provide procedures for the prompt and equitable adjustment of grievances.

#### 1.2 Recognition

The Company recognizes the Union as the exclusive collective bargaining representative for the production employees, maintenance employees, laboratory testers, and storeroom clerks at the Company's Erie Plant, excluding all other employees, including office clerical employees, guards, professional employees, and supervisors as defined by the National Labor Relations Act.

#### 1.3 Direction of the Workforce

Except as may be limited by the provisions of this Agreement, the operation of the Plant and the direction of the work force, including the right to hire, lay off, suspend, dismiss, and discharge any employee for just cause, to establish new jobs or change existing jobs, increase or decrease the number of jobs, to determine the type, location, and nature of the work to be performed within the plant, and to establish, adjust, or change production methods, materials, processes, products, equipment, and operations are exclusively vested with the Company.

#### 1.4 Legal Rights

Nothing in this Agreement is intended to violate the rights of employees, the Company, or the Union under federal or state laws. If any provision of this Agreement is found to violate federal or state law, that finding will not invalidate other unrelated provisions of this Agreement.

### ARTICLE 2 UNION SECURITY

2.1 On the 91<sup>st</sup> calendar day after the effective date of this Agreement, current employees shall become and remain either (i) members of the Union in good standing, or (ii) agency fee payors, for the duration of this Agreement. Upon completion of their probation period, new employees shall become and remain either (i) members of the Union in good standing, or (ii) agency fee payors, for the duration of this Agreement. An employee will be a member in good standing provided he has paid the Union his initiation fee and periodic dues. The initiation fees and membership dues or the agency fees may be paid by the employee in person or by means of an authorized payroll deduction.

2.2 The Union agrees that it will not, nor will it permit, its members to engage in solicitation of employees for payment of dues or fees on Company time, unless such solicitation has been previously approved by the Company.

### ARTICLE 3 CHECK-OFF

#### 3.1 Procedure

For each employee from whom a written authorization has been received, the Company will deduct from the employee's pay for the first complete pay period of each month the dues or fees for that month. The Company will also deduct the initiation fee of Union members in the month after the month in which the Union requests the Company to deduct the initiation fee. The Company will deduct monthly dues in an amount equal to two times the pay rate for the employee's regular classification. Amounts deducted by the Company shall be remitted as promptly as possible to the Financial Secretary of the Union, together with a list of employees from whom deductions have been made and the amounts deducted.

3.2 If an employee does not work during the payroll period for which dues are deducted, no deduction will be made for that month. A deduction will be made in the following month if the employee worked at least 40 hours during the previous month.

3.3 The monthly dues for a Union member who is on layoff will be one hour of pay at the pay rate for the employee's regular classification. The Supplemental Unemployment Benefit Fund Trustees or their Designee will deduct dues from a laid off employee's Supplemental Unemployment Benefits. Any refund of overpaid dues or fees shall be the sole responsibility of the Union.

#### 3.4 Indemnification

The Union hereby indemnifies the Company and holds it harmless against any and all claims of liability which may arise out of action taken or not taken by the Company in compliance with check-off authorization cards or certified lists of Union membership furnished by or through the Union to the Company.

### ARTICLE 4 PROHIBITION OF DISCRIMINATION

Neither the Company nor the Union will discriminate against an employee because of the employee's race, color, religion, sex, national origin, age, disability, or membership or nonmembership in the Union. Neither the Company nor the Union will discriminate against an employee because he does or does not hold an office in the Union, or because he engages in or refrains from engaging in proper and legitimate Union activities. References to one gender in this Agreement include individuals of both genders.

### ARTICLE 5 ADJUSTMENT OF GRIEVANCES

5.1 A grievance is a claim that a term or condition of employment set forth in this Agreement has been violated.

5.2 Step 1. Before a grievance is submitted, an employee must first discuss the matter with his immediate supervisor and attempt to resolve it. If the matter is not resolved by that

discussion, a grievance may be submitted. The grievance must be submitted to the aggrieved employee's immediate supervisor within 14 calendar days of the occurrence giving rise to the grievance. The grievance shall be written and dated, and it shall be signed by the aggrieved employee or employees. The grievance shall set forth the date of the occurrence, the facts upon which the grievance is based, the article or articles of this Agreement which were allegedly violated, and the remedy which is sought. A steward may assist employees in the presentation of a Step 1 grievance. The supervisor will respond in writing within seven calendar days of the receipt of the grievance. If the grievance is not resolved in Step 1, it may be appealed to Step 2.

5.3 Step 2. The Step 2 appeal must be written and it must be submitted to the immediate supervisor of the employee's supervisor, or his designee, within seven calendar days of the receipt of the supervisor's response. A steward may assist employees in the presentation of a Step 2 appeal. The supervisor's supervisor will respond in writing within seven calendar days of the receipt of the Step 2 appeal. If the grievance is not resolved in Step 2, it may be appealed to Step 3.

5.4 Step 3. The Step 3 appeal must be written and it must be submitted to the Human Resources Manager or his designee within seven calendar days of the receipt of the response of the supervisor's supervisor. The Human Resources Manager or his designee will schedule and hold a meeting to review the Step 3 appeal within 14 calendar days after the receipt of the appeal. The Union committee may attend the Step 3 meeting. The Union's International Representative may attend the Step 3 meeting. Either party may arrange to have other individuals who are familiar with the facts attend the Step 3 meeting to aid in the resolution of the grievance. The Human Resources Manager or his designee will respond in writing within 14 calendar days of the Step 3 meeting. If the grievance is not resolved in Step 3, the Union may appeal the grievance to arbitration.

5.5 An appeal to arbitration must be written and it must be submitted to the Human Resources Manager within 14 calendar days of the receipt of the response to the Step 3 appeal. Within 14 calendar days of the submission of an appeal to arbitration, the parties shall meet and attempt to agree upon the selection of one of the following arbitrators. If they are unable to agree upon an arbitrator, the parties will, by alternately striking names, select an arbitrator from among the following arbitrators:

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If an arbitrator on this list becomes unavailable, the parties will select a replacement arbitrator.

(Until the parties have established this list of arbitrators, the parties will select arbitrators by requesting a panel of seven arbitrators from the Federal Mediation and Conciliation Service and selecting an arbitrator from that panel. If the parties are unable to select an arbitrator from that panel, they will request a second panel of seven arbitrators and select an arbitrator from that second panel.)

5.6 An arbitrator shall not add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final. The parties will share equally the fees and costs of the arbitrator and the cost of the facility where the arbitration is held. If one party cancels an arbitration and a fee is charged, that party will pay the fee.

5.7 Grievances concerning discharges and grievances involving all employees may be submitted at Step 3 within seven calendar days of the occurrence giving rise to the grievance.

5.8 The time limits in this Article, other than the time for submitting a Step 1 grievance, may be extended by a written, signed agreement. The first day of a time limit will begin with the day after the event that triggers the time limit.

## ARTICLE 6 UNION REPRESENTATION

### 6.1 Union Committee

Employees shall be represented by a Union committee consisting of five employees. The Local Union President will be one of the five employees, and he shall serve as Chairman of the committee. The Chairman and the Committeemen shall be assigned to various areas within the plant. The Recording Secretary may be present at arbitration hearings and at special meetings between the Company and the Union. The Company will make the Recording Secretary whole for wages necessarily lost while attending arbitration hearings and the special meetings. The Company will make the Union committee whole for wages necessarily lost while attending Step 3 grievance meetings. The Local Union President may participate in contract negotiations. The Company will make the Local Union President whole for wages necessarily lost while attending contract negotiations. When the Company is provided 24 hours' advance written notice and a general description of the business to be conducted, the Company will permit the Union's Executive Officers (*i.e.*, President, Vice President, Recording Secretary, Financial Secretary, Sergeant of Arms, Guide, and three Trustees) or Committeemen to engage in Local 1186 business outside of the plant during working hours, provided that the time spent is reasonable. When it is impossible to provide 24 hours' advance notice, the Union will provide the Company with as much advance notice as possible of the need for the Union's Executive Officers or Committeemen to engage in Local 1186 business outside of the plant during working hours. The Union will minimize the impact of these absences on plant operations by limiting the number of employees who are absent and the number of days of absence to the minimum required to perform Union business and, where feasible, by scheduling or rescheduling the absences to days on which the operations can best accommodate the absences. The Company will make an office, telephone, and computer available for use by the Union.

### 6.2 Stewards

- (a) One employee in each area shall be designated by the Union to be the Steward for employees of that building and/or area. Each Steward shall report to the proper area Committeeman and will be permitted to confer with him during working hours with respect to legitimate Union business, upon notification to and with the approval of the supervisors of both employees. Additional Stewards may be appointed when necessary upon agreement between the Company and the Union.

vacation shutdown may, in addition to their normal duties, be required to perform ancillary duties as necessary.

31.11 A week of vacation normally consists of the Monday-through-Sunday period.

31.12 Vacation pay for a week of vacation is 42 hours of pay at the employee's regular, straight-time rate, and vacation pay for a day of vacation is 8.4 hours of pay at the employee's regular, straight-time rate. Upon request, employees will receive vacation pay for a week's vacation before the vacation starts.

31.13 Employees will not receive vacation pay for the time they work in the year in which they retire.

## **ARTICLE 32 BENEFITS**

During this Agreement, the Company will provide eligible employees with the following benefits:

1. Medical benefits
2. Dental benefits
3. Employee Assistance Program
4. Sickness and Accident Insurance
5. Life Insurance
6. Supplemental Unemployment Benefits
7. Pension benefits
8. Savings Plan
9. Retiree Medical and Life Insurance benefits

The specific terms of these benefits are set forth in the benefit plans and the insurance contract. The benefit plans and the insurance contract are the controlling documents. Disputes concerning benefit claims will be resolved by the claim procedures of the respective benefit plans or the insurance contract.

## **ARTICLE 33 UNIFORM SERVICES**

The Company will contribute \$10.00 per month toward the cost of the Company-approved uniform service for each regular employee who chooses to use the uniform service.

## **ARTICLE 34 LEAVES OF ABSENCE**

34.1 Upon written application, and for good cause, the Company may grant an employee a personal leave of absence for up to 30 calendar days. The employee will provide the Union with a copy of his application. Upon written application, and for good cause, the Company may agree to extensions of the leave of absence of up to 30 calendar days for each extension. A personal leave of absence may not exceed one year in total length. The Company will continue medical and dental benefits and life insurance for a maximum of 30 calendar days for an employee on a personal leave of absence.

- (e) Emergencies, when employees are not available
- (f) Work which is incidental to the salaried employees' duties.

The performance of this work will not result in the displacement of an employee.

38.2 If a salaried employee performs work in violation of this Article and the Union committee can identify an employee who lost pay as a result, the employee will receive the greater of two hours of straight-time pay or his lost wages.

### **ARTICLE 39 CONTRACTING OUT**

39.1 While the Company intends that its production and maintenance employees will generally be the individuals who regularly perform routine production and maintenance work, at times the Company may determine that it is advisable to contract out work. In deciding to contract out work, it is certainly not the Company's intent to contract out work simply for the purpose of depleting bargaining unit work.

39.2 Before contracting out work normally and usually performed by bargaining unit employees, the Company will provide the Union with written notice of the work that may be contracted out. The Union then will have five calendar days to review the information and, if it so desires, request a meeting with the Company to discuss the potential contracting out. If a meeting is requested, the parties will meet promptly and discuss the facts surrounding the contemplated contracting out. The Company will carefully consider all comments and suggestions of the Union about the contracting out matter in question.

39.3 In emergency situations requiring expedient action, the procedures of Article 39.2 need not be followed.

39.4 The Company may contract out janitorial work.

### **ARTICLE 40 INVENTORY**

40.1 Except where specific knowledge, talent, or ability is needed, the senior employees in an affected department who are not scheduled to work their regular shift at the time an inventory is taken will generally be selected to perform the inventory work. Employees will receive their regular pay rate for performing inventory work.

40.2 If operations are suspended to perform an inventory, that suspension will not be considered a layoff.

40.3 Preparation of tally sheets and records and other specialized work during an inventory may be performed by salaried employees.

### **ARTICLE 41 OTHER AGREEMENTS AND MEMORANDA OF UNDERSTANDING**

During this Agreement, the Company and the Union may decide to enter into other agreements or memoranda of understanding addressing terms or conditions of employment not covered by this Agreement. The following provisions will apply to such agreements or memoranda of understanding:

- (a) Any agreement or memorandum of understanding that is reached by the Company and the Union will be written and will be signed by authorized representatives of the Company and the Union
- (b) A memorandum of understanding is cancelable by either party upon 24 hours' advance written notice to the other party
- (c) An agreement will run for the term of this Agreement only, unless the parties agree to modify or terminate the agreement prior to the expiration of this Agreement
- (d) An agreement or memorandum of understanding that conflicts with the provisions of this Agreement will be of no effect, unless the agreement or memorandum of understanding expressly amends this Agreement
- (e) An agreement or memorandum of understanding that does not comply with this Article will be of no effect, except that in an emergency the parties may enter into an oral agreement; that oral agreement will not last beyond the emergency unless the parties put it in the form of an agreement or memorandum of understanding that complies with this Article
- (f) When the parties enter into an agreement that amends the provisions of this Agreement, that agreement must be written and must be signed by an authorized representative of the Company and by a majority of the members of the Union committee, and the Local Union President must be one of the Union committee members who signs the Agreement.

#### **ARTICLE 42 STRIKES AND LOCKOUTS**

42.1 During this Agreement and any extension thereof, the Union will not authorize or knowingly permit employees to cause or take part in any strikes, work stoppages, slowdowns, or interruptions or cessations of work, and the Company will not lock out employees.

42.2 Any employees who engage in the actions prohibited by Article 42.1 are subject to discipline and discharge.

#### **ARTICLE 43 JURY AND WITNESS PAY**

An employee who is called for jury service or subpoenaed to be a witness in a court of law will be excused from work for the days on which he serves. For each day of jury or witness service on which he otherwise would have worked, he will receive eight hours of pay at his regular, straight-time rate. To be eligible to receive this pay, an employee must (i) inform his supervisor that he has been summoned for jury duty as soon as he learns of the dates on which he is to serve and (ii) provide proof of service.

#### **ARTICLE 44 BEREAVEMENT PAY**

44.1 When an employee's parent, spouse, or child dies, the employee may take up to four days of paid leave on days on which he otherwise would have worked. When an employee's parent-in-law, brother, sister, grandparents, grandchildren, brother-in-law,

sister-in-law, son-in-law, daughter-in-law, stepparent or stepchild dies, the employee may take up to three days of paid leave on days on which he otherwise would have worked.

44.2 The days of paid leave must be taken within six calendar days of the death, funeral service, or other service. The employee must submit proof of his relationship to the deceased in the form of one of the following: (i) a newspaper obituary, provided the employee's name and relationship to the deceased are clearly stated; (ii) a signed statement from the funeral director; or (iii) a notarized statement from a judge or magistrate.

44.3 An employee will receive eight hours of pay at his regular, straight-time rate for each day of paid bereavement leave. An employee will not receive bereavement pay when he receives any other type of pay for unworked time for the same days.

#### **ARTICLE 45 BLOOD DONATION**

When a health care provider makes an emergency request of an employee to donate blood, and the employee is unable to satisfy the request outside of regularly scheduled work, the employee will be paid for the time he misses from regularly scheduled work to donate blood, up to a maximum of two hours. The employee must notify his supervisor as soon as he receives the emergency request.

#### **ARTICLE 46 MEDICAL RECORD CONFIDENTIALITY**

Employee medical records will be treated as confidential records in accordance with the provisions of the Americans with Disabilities Act.

#### **ARTICLE 47 TERMINATION**

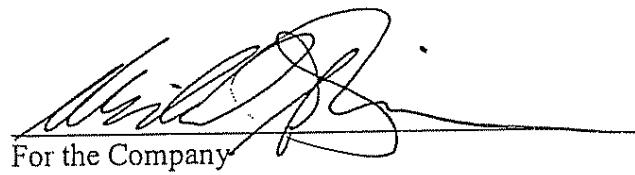
47.1 This Agreement shall terminate 60 days after either party shall give written notice of termination to the other party, but in any event it shall not terminate earlier than August 31, 2007. If either party gives such notice, it may include therein notice of its desire to negotiate with respect to insurance, pensions, and supplemental unemployment benefits (existing provisions or agreement as to insurance, pensions, and Supplemental Unemployment Benefits to the contrary notwithstanding). The parties shall meet within 30 days after notice is given to negotiate with respect to such matters.

47.2 Notwithstanding any other provisions of this Agreement, or the termination of any or all other portions hereof, Group Insurance benefits and Supplemental Unemployment Benefits shall remain in effect until expiration of 60 days after written notice of termination served by either party on the other party on or after January 30, 2008.

47.3 The Pension Agreement will remain in effect until midnight of January 30, 2008.

Dated this 9th day of September 2003.

Doug Ferguson  
For the Union

  
For the Company

Patrick Tomezak  
Gary A. Wintberg  
Michael L. Sherbin  
Raymond Szczerba